

AGREEMENT

PROJECT NO. S-66-6(1006), STATE CONTROL NO. 11880
CITY OF LINCOLN
STATE OF NEBRASKA, DEPARTMENT OF ROADS
36" AND 48" WATERLINE RELOCATION

THIS AGREEMENT, entered into between the City of Lincoln, Nebraska, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the State has plans to improve Highway N-66 south and east of Ashland, under Project No. S-66-6(1006), and

WHEREAS, it is necessary, as a part of this project, to relocate the City owned and operated 36 inch and 48 inch waterlines as made necessary by this project.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The parties hereto agree that the City does not have sufficient staff for the waterline relocation and will let a contract for the work. This waterline relocation shall begin construction September, 2003 and completed by March, 2004.

SECTION 2. All plans, specifications and bid proposals (known as plans) for the nonbetterment utility rehabilitation of the water facilities shall be approved by the State prior to any bid letting by the City. If the City solicits bids from a list of contractors, the City shall submit the list to the State for approval prior to soliciting bids. Any contract(s) let by the City for such work shall be concurred in by the State prior to any award. The City shall not issue a Notice to Proceed to its contractor(s) until authorized to do so, which authorization will occur after the State executes this agreement. If any change in the method of construction of the nonbetterment work occurs, a Supplemental Agreement must be written to reflect such change. The City shall obtain the necessary permits. The City shall make application and obtain approval from the State Department of Health.

SECTION 3. The City's plans for the water facilities rehabilitation are by this reference, include as a part of this Agreement.

SECTION 4. The City shall have a full-time inspector on the project site while these water mains are being constructed and relocated and during the culvert work. The State will reserve the right to make periodic inspections as needed.

SECTION 5. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement," and Federal-Aid Policy Guide 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of

Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference. By signing this agreement, the City agrees to adopt, on the improvement contemplated in this agreement the Nebraska Department of Roads' Policy for Accommodating Utilities on State Highway Right of Way issued by the State August, 1998, and its subsequent revisions or additions.

SECTION 6. The State agrees to reimburse the City for 100 percent of the actual eligible cost of the relocation of the 36 inch waterline and 82 percent of the actual eligible cost of the relocation of the 48 inch waterline as made necessary by the project and the subsurface utility engineering survey, environmental study, Consultant engineering and City inspector. Based upon the nonbetterment utility estimate attached hereto, identified as Exhibit "A" and hereby made a part of this agreement, the cost of the nonbetterment relocation of the 36 inch and 48 inch waterlines is currently estimated to be \$712,989.60, if Alternate 1 is selected for use or \$696,206.10 if Alternate 2 is selected for use. Upon satisfactory completion of the nonbetterment utility work, the City will bill the State for its share of the nonbetterment utility work and the State will make payment to the City for 95 percent of the State's share, up to a maximum of 95 percent of the State's share, within thirty (30) days after receipt of said billing. The final payment of the State's share will be made after the State's cost audit of City records have been made to verify actual eligible costs. The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

SECTION 7. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement; such records to be available for inspection by the State, or any authorized representative of the State government, and copies thereof shall be furnished by the City, if requested.

SECTION 8. If the City performs any part of the work on this project itself, the City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 1998), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "B" attached hereto and hereby made a part of this agreement. The reference to "Contractor" in this exhibit shall mean the "City."

DISADVANTAGED BUSINESS ENTERPRISES

(1) Policy

The City and State further agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

(2) Disadvantaged Business Enterprises Obligation

The City and State further agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City acting as a subrecipient of Federal-aid funds on this project agrees to adopt the Disadvantaged Business Enterprise program of the State for the Federal-aid contracts the City enters into on this project.

On any work performed by the City, failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 9. The State will acquire by July 1, 2003, right-of-way required for the waterline relocation as shown in Exhibit "C". The City shall reimburse the State for the actual cost of the right-of-way acquisition (permanent easement). Upon completion of the right-of-way acquisition convey the permanent easement to the City and the State shall bill the City for the actual costs of said acquisition. The City shall pay the State within thirty (30) days after receipt of the State's billing.

IN WITNESS WHEREOF, the State and City have caused these presents to be
executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN

Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Planning & Project Development Engineer

RECOMMENDED:

Utilities Engineer

AGR5-NC



MAY 13 2003

MAY 13 2003

3534 South 48th Street, Suite 4

Lincoln, NE 68506

Phone (402) 483-5466
Fax (402) 483-1722

May 9, 2003

Attn: Sandy Wojtasek
Utilities Division
Nebraska Department of Roads
P. O. Box 94759
Lincoln, NE 68509-4759

RE: Ashland Waterline
State Project S-66-(1006)

Dear Mrs. Wojtasek:

Enclosed is one set of full-size plans for the Ashland Waterline Project. I am also including an overall cost estimate, a cost estimate breakdown for each waterline, and a copy of the revised special provisions.

If you have any questions, please give me a call.

Very truly yours,

SPEECE-LEWIS ENGINEERS

A handwritten signature in cursive script, appearing to read 'Tim Farmer'.

Tim Farmer, P.E.

TF/lm
su03-08

cc: Brian Kramer, City of Lincoln

Cost Estimate - Ashland Water Line Protection.

08-May-03

Item	Units	Per Unit Cost	Quantity	Total Cost
General Clearing and Grubbing	Lump Sum	\$2,500.00	1.000	\$2,500.00
Contaminated Soil Excavation	Cubic Yards	\$50.00	760.000	\$38,000.00
Earthwork Measured in Embankment	Cubic Yards	\$5.00	1200.000	\$6,000.00
Silt Fence	Lin. Ft.	\$2.25	316.000	\$711.00
Seeding	Acre	\$800.00	1.000	\$800.00
Erosion Control	Sq. Yds.	\$6.00	65.000	\$390.00
Remove Water Line	Lin. Ft.	\$27.00	135.000	\$3,645.00
Remove Blow Off Manhole	Each	\$500.00	1.000	\$500.00
Blow Off Manhole	Each	\$4,000.00	1.000	\$4,000.00
Concrete for R.C. Thrust Blocks	Cubic Yards	\$237.00	44.000	\$10,428.00
Reinforcing Steel for R.C. Thrust Blocks	Lbs.	\$0.50	2650.000	\$1,325.00
12" Ductile Iron Pipe	Lin. Ft.	\$22.50	149.000	\$3,352.50
36" Ductile Iron Pipe	Lin. Ft.	\$275.00	395.000	\$108,625.00
48" Ductile Iron Pipe	Lin. Ft.	\$340.00	388.000	\$131,920.00
12" Bends	Each	\$400.00	6.000	\$2,400.00
36" Bends	Each	\$1,200.00	4.000	\$4,800.00
48" Bends	Each	\$1,600.00	4.000	\$6,400.00
12" Butterfly Valve	Each	\$850.00	3.000	\$2,550.00
36" Butterfly Valve	Each	\$6,500.00	2.000	\$13,000.00
48" Butterfly Valve	Each	\$12,000.00	2.000	\$24,000.00
Valve Boxes	Each	\$350.00	4.000	\$1,400.00
12" Plug	Each	\$150.00	2.000	\$300.00
12" x 12" Tee	Each	\$400.00	2.000	\$800.00
36" Sleeve	Each	\$250.00	1.000	\$250.00
Mobilization	Lump Sum	\$25,000.00	1.000	\$25,000.00

Subtotal \$393,096.50

Alternate 1

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	365.400	\$127,890.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	18.800	\$5,264.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	35465.000	\$24,825.50
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	1005.000	\$703.50
54" Steel Casing	Lin. Ft.	\$250.00	199.500	\$49,875.00
66" Steel Casing	Lin. Ft.	\$325.00	199.500	\$64,837.50
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	255.000	\$5,355.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	290.000	\$6,960.00

Subtotal \$285,710.50

Alternate 2

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	581.500	\$203,525.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	22.400	\$6,272.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	65795.000	\$46,056.50
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	1085.000	\$759.50
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	255.000	\$5,355.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	290.000	\$6,960.00

Subtotal \$268,928.00

Culvert Items

Item	Units	Per Unit Cost	Quantity	Total Cost
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Class 47B Concrete for Box Culverts	Cubic Yards	\$320.00	65.000	\$20,800.00
Reinforcing Steel for Box Culverts	Lbs.	\$0.70	6133.000	\$4,293.10
Excavation for Pipe, Pipe Arch Culverts and Hdws	Cubic Yards	\$4.00	150.000	\$600.00
Excavation for Box Culverts	Cubic Yards	\$8.00	158.000	\$1,264.00
Cast Iron Frame and Grate	Lbs.	\$2.50	350.000	\$875.00
24" Reinforced Concrete Pipe	Lin. Ft.	\$50.00	43.000	\$2,150.00
Manhole at Sta. 202+79.63, 39.8m Lt.	Each	\$800.00	1.000	\$800.00
Tapping Existing Box Culvert	Each	\$250.00	1.000	\$250.00
Subtotal				\$31,032.10

Temporary Blow off for flushing and disinfecting

Item	Units	Per Unit Cost	Quantity	Total Cost
12" Plug	Each	\$150.00	1.000	\$150.00
12" Ductile Iron Pipe	Lin. Ft.	\$60.00	10.000	\$600.00
12" Bend	Each	\$250.00	2.000	\$500.00
12" Butterfly Valve	Each	\$850.00	1.000	\$850.00
Valve Box	Each	\$250.00	1.000	\$250.00
36" x 12" Tee	Each	\$800.00	1.000	\$800.00

Subtotal \$3,150.00

Total Alternative 1 \$712,989.10

Total Alternative 2 \$696,206.60

Recommended <i>[Signature]</i>
Date 6-4-03
Approved <i>[Signature]</i>
Date 6-4-03

48" Line

Item	Units	Per Unit Cost	Quantity	Total Cost
48" Ductile Iron Pipe	Lin. Ft.	\$340.00	388.000	\$131,920.00
48" Bends	Each	\$1,600.00	4.000	\$6,400.00
48" Butterfly Valve	Each	\$12,000.00	2.000	\$24,000.00
Erosion Control	Sq. Yds.	\$6.00	65.000	\$390.00
Concrete for Thrust Blocks	Cubic Yards	\$237.00	22.300	\$5,285.10
Reinforcing Steel for Thrust Blocks	Lbs.	\$0.50	1330.000	\$665.00
General Clearing and Grubbing	Lump Sum	\$2,500.00	0.500	\$1,250.00
Seeding	Acre	\$800.00	0.500	\$400.00
Silt Fence	Lin. Ft.	\$2.25	158.000	\$355.50
Earthwork Measured in Embankment	Cubic Yards	\$5.00	600.000	\$3,000.00
1/2 of Blow Off Manhole	Lump Sum	\$17,547.50	0.500	\$8,773.75
Valve Box	Each	\$350.00	2.000	\$700.00
Contaminated Soil Excavation	Cubic Yards	\$50.00	380.000	\$19,000.00
Mobilization	Lump Sum	\$25,000.00	0.500	\$12,500.00
Subtotal				\$214,639.35

Alternate 1

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	208.000	\$72,800.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	11.000	\$3,080.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	17255.000	\$12,078.50
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	535.000	\$374.50
66" Steel Casing	Lin. Ft.	\$325.00	199.500	\$64,837.50
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	133.000	\$2,793.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	154.000	\$3,696.00
Subtotal				\$159,659.50

Alternate 2

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	317.000	\$110,950.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	12.400	\$3,472.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	34445.000	\$24,111.50
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	565.000	\$395.50
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	133.000	\$2,793.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	154.000	\$3,696.00
Subtotal				\$145,418.00

Total Alternative 1 \$374,298.85

Total Alternative 2 \$360,057.35

36" Line

Item	Units	Per Unit Cost	Quantity	Total Cost
36" Ductile Iron Pipe	Lin. Ft.	\$275.00	395.000	\$108,625.00
36" Bends	Each	\$1,200.00	4.000	\$4,800.00
36" Butterfly Valve	Each	\$6,500.00	2.000	\$13,000.00
Concrete for Thrust Blocks	Cubic Yards	\$237.00	21.700	\$5,142.90
Reinforcing Steel for Thrust Blocks	Lbs.	\$0.50	1320.000	\$660.00
General Clearing and Grubbing	Lump Sum	\$2,500.00	0.500	\$1,250.00
Seeding	Acre	\$800.00	0.500	\$400.00
Silt Fence	Lin. Ft.	\$2.25	158.000	\$355.50
Earthwork Measured in Embankment	Cubic Yards	\$5.00	600.000	\$3,000.00
1/2 of Blow Off Manhole	Lump Sum	\$17,547.50	0.500	\$8,773.75
36" Sleeve	Each	\$250.00	1.000	\$250.00
Valve Box	Each	\$350.00	2.000	\$700.00
Contaminated Soil Excavation	Cubic Yards	\$50.00	380.000	\$19,000.00
Mobilization	Lump Sum	\$25,000.00	0.500	\$12,500.00
Subtotal				\$178,457.15

Alternate 1

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	157.400	\$55,090.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	7.800	\$2,184.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	18210.000	\$12,747.00
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	470.000	\$329.00
54" Steel Casing	Lin. Ft.	\$250.00	199.500	\$49,875.00
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	122.000	\$2,562.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	136.000	\$3,264.00
Subtotal				\$126,051.00

Alternate 2

Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Type "A" Cradle	Cubic Yards	\$350.00	264.500	\$92,575.00
Class 47B Concrete for Type "B" Cradle	Cubic Yards	\$280.00	10.000	\$2,800.00
Reinforcing Steel for for Type "A" Cradle	Lbs.	\$0.70	31350.000	\$21,945.00
Reinforcing Steel for for Type "B" Cradle	Lbs.	\$0.70	520.000	\$364.00
21" Cast In Place Augered Concrete Piling	Lin. Ft.	\$21.00	122.000	\$2,562.00
24" Cast In Place Augered Concrete Piling	Lin. Ft.	\$24.00	136.000	\$3,264.00
Subtotal				\$123,510.00

Temporary Blow off for flushing and disinfecting	Each	\$3,150.00	1	\$3,150.00
Total Alternative 1				\$307,658.15
Total Alternative 2				\$305,117.15

Culvert Items

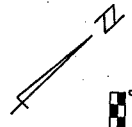
Item	Units	Per Unit Cost	Quantity	Total Cost
Class 47B Concrete for Box Culverts	Cubic Yards	\$320.00	65.000	\$20,800.00
Reinforcing Steel for Box Culverts	Lbs.	\$0.70	6133.000	\$4,293.10
Excavation for Pipe, Pipe Arch Culverts and Hdws	Cubic Yards	\$4.00	150.000	\$600.00
Excavation for Box Culverts	Cubic Yards	\$8.00	158.000	\$1,264.00
Cast Iron Frame and Grate	Lbs.	\$2.50	350.000	\$875.00
24" Reinforced Concrete Pipe	Lin. Ft.	\$50.00	43.000	\$2,150.00
Manhole at Sta. 202+79.63, 39.8m Lt.	Each	\$800.00	1.000	\$800.00
Tapping Existing Box Culvert	Each	\$250.00	1.000	\$250.00

Subtotal \$31,032.10

Blow Off Manhole

Item	Units	Per Unit Cost	Quantity	Total Cost
Remove Water Line	Lin. Ft.	\$27.00	135.000	\$3,645.00
12" Ductile Iron Pipe	Lin. Ft.	\$22.50	149.000	\$3,352.50
12" Bends	Each	\$400.00	6.000	\$2,400.00
12" Butterfly Valve	Each	\$850.00	3.000	\$2,550.00
12" x 12" Tee	Each	\$400.00	2.000	\$800.00
12" Plug	Each	\$150.00	2.000	\$300.00
Blow Off Manhole	Each	\$4,000.00	1.000	\$4,000.00
Remove Blow Off Manhole	Each	\$500.00	1.000	\$500.00

Subtotal \$17,547.50



200

201

202

SEC. 1-T12N-R9E

EXIST. EASE
FOR WATER LINE

WATER LINE

TRACT NO. 1
AS-CLD SALVAGE, INC.
P.L. 584, SEC. 1

204

205

206

○ This house was built 201
in 1984

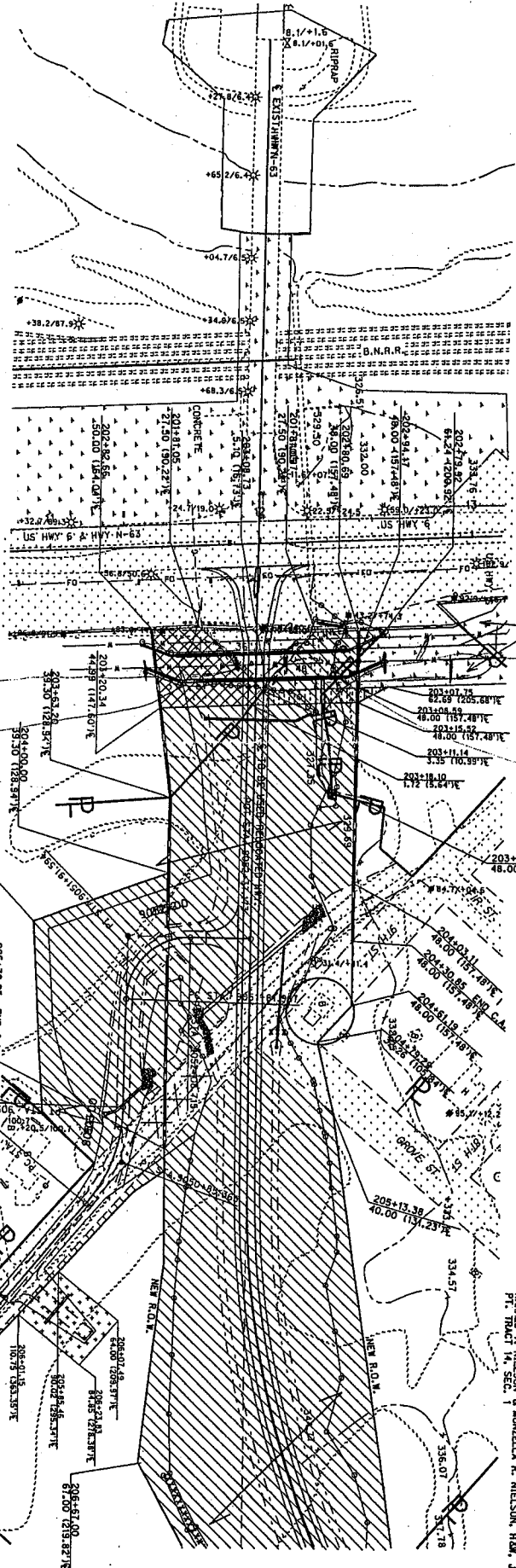
TRACT NO. 3
JESON & MONZELLA R. NELSON, H&M, J.T.
P.L. TRACT 14, SEC. 1

PROJECT NO.	11880
NO. SHEETS	3
DATE	11/84
BY	SAUNDERS/CASS
CHECKED	11/84
PROJECT NO.	11880
STATE	SD
COUNTY	SD
SHEET	3
PREP. R.D.M. PROJECTS	
STATE	SD
COUNTY	SD
SHEET	3
DATE	11/84

DEAN'S ADD.

City of Lincoln
P.E.

Acquired for city



CONVEY PERMITS FROM
TO CITY 0.03 HA (0.07 AC)
BUY FROM CITY WITH
PERMITS FROM EASE
0.15 HA (0.37 AC)

TRACT NO. 2
CITY OF LINCOLN
P.L. 584, SEC. 1
TO CITY OF LINCOLN FOR P.L. OF THE EASE
OF P.L. 584, SEC. 1, LIVING SE OF HWY 6, SOUTH
OF P.L. 584, SEC. 1, & WEST OF 5TH ST., IN ASHLAND.

TRACT NO. 4
SOUTH L. NIELSON, H&M, J.T.
P.L. 584, SEC. 1, LIVING SE OF HWY 6, SOUTH
OF P.L. 584, SEC. 1, & WEST OF 5TH ST., IN ASHLAND.

SEE SHEET 30

SEC. 1-T12N-R9E

THESE PLANS ARE INTENDED TO
SHOW THE RIGHT OF WAY
DETAILS OF THE HIGHWAY
CONSTRUCTION PLANS
A Preliminary Right
OF WAY PLANS
SUBJECT TO CHANGE
DATE: 07-18-2001

Dimensions are in feet unless otherwise shown.
English units are provided for information only.